



THE CITY OF NEW YORK  
**LAW DEPARTMENT**

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December 10, 2009

**BY ECF**

Honorable Loretta A. Preska  
United States District Judge  
Daniel Patrick Moynihan United States Courthouse  
500 Pearl Street, Room 1320  
New York, New York 10007-1312

Re: Shalini Shah, et al. v. The City of New York, et al., 09 CV 1700 (LAP)

Your Honor:

Enclosed please find a STIPULATION AND ORDER OF SETTLEMENT AND DISCONTINUANCE which has been executed by the parties in the above-referenced matter. We respectfully request that Your Honor endorse the enclosed STIPULATION.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "B. Francolla".

Brian Francolla  
Assistant Corporation Counsel  
Special Federal Litigation Division

cc: Darius Wadia, Esq. (By ECF)  
Attorney for Plaintiffs  
Darius Wadia, L.L.C.  
233 Broadway, Suite 2208  
New York, New York 10279

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
Shalini Shah, Any Shah and Amrit Bhangoo,

Plaintiffs,

-against-

The City of New York, Michael Sheldon, Joseph Sordi,  
John and Jane Does 1 through 10,

Defendants.  
-----X

**STIPULATION AND  
ORDER OF  
SETTLEMENT AND  
DISCONTINUANCE**

09 CV 1700 (LAP) (MHD)

**WHEREAS**, plaintiffs commenced this action by filing a complaint on or about February 24, 2009, and an amended complaint on or about September 21, 2009, alleging that defendants violated their constitutional rights; and

**WHEREAS**, defendants have denied any and all liability arising out of plaintiffs' allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

**WHEREAS**, plaintiffs have authorized counsel to settle this matter as against defendants on the terms enumerated below;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. This above-referenced action is hereby dismissed with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiffs SHALINI SHAH, AMY SHAH and AMRIT BHANGOO the total sum of ONE HUNDRED AND NINETEEN THOUSAND FIVE HUNDRED DOLLARS (\$119,500.00) in full satisfaction of all claims, inclusive of claims for costs, expenses and attorney's fees. The settlement monies shall be allocated as follows: SHALINI SHAH, FORTY FOUR THOUSAND FIVE HUNDRED DOLLARS (\$44,500); AMY SHAH, THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500), and AMRIT BHANGOO, THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500). In consideration for the payment of these sums, plaintiffs agree to the dismissal of all claims against the City of New York and all individually named defendants, and to release all defendants and any present or former employees or agents of the City of New York from any and all liability, claims, or rights of action that have or could have been alleged by plaintiffs in this action arising out of the events alleged in the complaint and the amended complaint in this action, including claims for costs, expenses and attorney's fees.

3. Plaintiffs shall execute and deliver to City defendant's attorney all documents necessary to effect this settlement, including, without limitation, releases based on the terms of paragraph "2" above and Affidavits of Status of Liens.

4. Nothing contained herein shall be deemed to be an admission by defendants or the City of New York that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
\_\_\_\_\_, 2009

Darius Wadia, Esq.  
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233 Broadway, Suite 2208  
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(212)-233-1212

By: 

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Darius Wadia, Esq.

MICHAEL A. CARDOZO  
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York  
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Police Officer Sheldon and Sergeant Sordi  
100 Church Street  
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(212) 788-0988

By: 

\_\_\_\_\_  
Brian Francolla  
Assistant Corporation Counsel

SO ORDERED:

\_\_\_\_\_  
U.S.D.J.